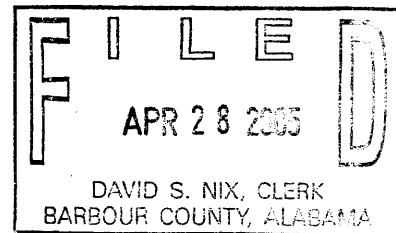


**COPY**

IN THE CIRCUIT COURT OF  
BARBOUR COUNTY, ALABAMA  
CLAYTON DIVISION



GARY WILLIS and GINA WILLIS, )  
Plaintiffs, )  
v. ) Civil Action No. CV-2004-035  
FREEDOM MORTGAGE CORPORATION, )  
et al., )  
Defendants. )

**AMENDMENT TO ANSWER**

Defendant FREEDOM MORTGAGE CORPORATION amends its Answer in this case to add the following defenses:

**THIRTY-SECOND DEFENSE**

To the extent Plaintiffs seek to recover for breach of an alleged agreement or commitment by Defendant to loan money, said recovery is barred because any such alleged agreement or commitment is void and unenforceable under the Statute of Frauds, Ala. Code § 8-9-2(7).

**THIRTY-THIRD DEFENSE**

Plaintiffs cannot recover for fraud, negligence, and/or wantonness because said claims are premised on an alleged agreement or commitment that is void under the Statute of Frauds, Ala. Code § 8-9-2(7).

This the 27<sup>th</sup> day of April, 2005.

J. Fairley McDonald, III (MCD015)  
Clifton E. Slaten (SLA013)

SLATEN & O'CONNOR, P.C.  
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Suite 101  
Montgomery, Alabama 36104  
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(334) 396-8880 [facsimile]

Counsel for Defendant FREEDOM MORTGAGE  
CORPORATION

**Certificate of Service**

I HEREBY CERTIFY that, on this the 27<sup>th</sup> day of April, 2005, I served a copy of this Motion on the following counsel of record by first class United States Mail, postage prepaid and properly addressed:

Ronald G. Davenport  
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